

ORIGINAL

## TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

<u>PAGE</u>	<u>NUMBER OF REVISIONS</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
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COMMUNICATIONS SECTION

APPROVED FOR FILING  
DECISION #: 62358

Issued: \_\_\_\_\_

By: Lorinda C. Bucchieri, President  
PRE-PAID PHONES, LTD.  
1605 Golden Oak Drive  
Las Vegas, Nevada 89 117

Effective: 3-6-00

## TELECOMMUNICATIONS SERVICES TARIFF

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EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS

The following are the only symbols used for the purposes indicated below.

- C- Change in regulation
- D- Delete rate or regulation
- I- Increase in rate
- M- Moved from another Tariff location
- N- New
- R- Reduction in rate
- T- Change in text or regulation but no change in rate or charge

The following are abbreviations used in this tariff.

- LATA       ▪           Local Access and Transport Area
- A.C.C       ▪           Arizona Corporation Commission

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheet already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.,
- C. Paranranh Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
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2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i)(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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## TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Number - Customer's telephone number is his/her account number.

Advance Payment - Payment of all or part of a charge required before the start of service.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide telecommunication service as required.

Authorized User - A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Commission - Arizona Corporation Commission ("A.C.C."), unless context indicates otherwise.

Company - PRE-PAID PHONES, LTD., unless the context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Holiday - The Company's recognized Holidays are New Year's Day (January 1), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day, and President's Day. Evening rates apply unless a lower rate is prescribed by this Tariff.

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services,

Local Calling - A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier - A company which furnishes exchange telephone service.

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## TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Non-Recurring Charges • The one-time initial charges for services or facilities, including **but** not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Premises • The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer place of business.

Recurring Charges • The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date • The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Services • The services covered by this Tariff shall include only the State of Arizona.

Station • Telephone equipment from or to which calls are placed.

Terminal Equipment • Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

Trunk • A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User • A Customer or any other person authorized by the Customer to use Services provided under this tariff.

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## TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS2.1 Undertaking of Company2.1.1 Scope

Company is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the State of Arizona

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, the minimum period of service is one month (30 days). All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.3.2 Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination.

2.1.3.3 This tariff shall be interpreted and governed by the laws of the State of Hawaii.

2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.1 Undertaking of Comorant (Cont'd)2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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## TELECOMMUNICATIONS SERVICES TARIFF

2.1 Undertaking of Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or ~~misappropriation, or~~ violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, ~~data, information, or~~ content, revealed to, transmitted, processed, ~~handled or used by the~~ Company under this tariff,

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## TELECOMMUNICATIONS SERVICES TARIFF

2.1 Undertaking of the Company (Cont'd)2.1.4. Liability of the Company (Cont'd)

## 2.1.4.8 (Cont'd)

- B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
- c. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies **furnishing** a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result **from** the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.12 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.1 Undertaking of the Company (Cont'd)2.1.4. Liability of the Company (Cont'd)

## 2.1.4.13 With respect to Emergency Number 911 Service:

- A. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 9 11 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 9 11 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the ~~error or~~ omission occurs.

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.15 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.16 When a Customer with a non-published telephone number places a call to the Emergency 9 11 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 9 11 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.5.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.5.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, **disconnect, remove,** attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
- B. the reception of signals by Customer provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routing Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or the Incumbent Local Exchange Carrier.

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2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

A. placing orders for service.

When placing an order for service, Customer must provide:

1. the name(s) and **address(es)** of the person(s) responsible for the payment of service charges; and
2. The name(s), telephone number(s), and **address(es)** of the Customer contact person(s).

B. the payment of all applicable charges pursuant to this tariff,

C. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or **willful** misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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2.3. Obligations of the Customer (Cont'd)2.3.1. General (Cont'd)

- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 .D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 .E. above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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2.3. Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- 2.4.1.1 Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.

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2.4 Customer Equipment and Channels (Cont'd)2.4.2 Inspections

2.4.2.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.2.2 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.2.3 The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2.4 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.2.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.4.3 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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Issued: \_\_\_\_\_

By: Lorinda C. **Bucchieri**, President  
PRE-PAID PHONES, LTD.  
1605 Golden Oak Drive  
Las Vegas, Nevada 89 117

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

**2.5.1.1 ~~Taxes~~** The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

25.2 Billing and Collection of Charges

- A. Charges for service are applied on recurring and nonrecurring bases. In accordance with Arizona Admin. Code **R14-2-508**, the Company shall bill monthly for services rendered. Such bills will be mailed to customers at least fifteen (15) calendar days before payment is due. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. For existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- C. Customers may pay for service by credit card, an authorized payment agent, or check.
- D. Company will bill Customer a one-time charge of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.5 Payment Arrangements (Cont'd)2.5.3 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes **after** the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.5.4 Deposits

The Company does not require deposits.

2.5.5 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with its rules of procedure.

2.5.5.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.6 Disconnection of Service by Company

Disconnection of service shall be governed by the policies and practices of the Arizona Corporation Commission, in accordance with Arizona Admin. Code RI 4-2-509.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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## TELECOMMUNICATIONS SERVICES TARIFF

2.5 Payment Arrangements (Cont'd)2.5.6 Disconnection of Service by Company (Cont'd)

- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may, by notice to the Customer, discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may, with prior notice to the customer, discontinue or suspend service without incurring any liability.
- F. The Company may discontinue the furnishing of any **and/or** all service(s) to a Customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to Section 2.8.3.F. 1(a)-(d) if
    - (a) The Customer provides false information to the Company regarding the Customer's identity, address, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
    - (b) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
      - I. Using or attempting to use service by **rearranging**, tampering with, or making connections to the Company's service not authorized by this tariff, or
      - II. Using tricks, schemes, false or invalid numbers, **false** credit devices, electronic devices; or
      - III. Any other fraudulent means or **devices**, or

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.5 Payment Arrangements (Cont'd)2.5.6 Disconnection of Service by Company (Cont'd)

F. (Cont'd)

1. (Cont'd)

(c) Use of service in such a manner as to interfere with the service of other users; or

(d) Use of service for unlawful purposes.

2. After sending the Customer requisite prior written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the notice period; or

3. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

25.7 Restoration of Service

Service shall be re-established and/or reconnected in accordance with Commission regulations, Arizona Admin. Code **R14-2-503.D**.

2.6. Allowances for Interruption of Service

When the use of service or facilities furnished by the Company is interrupted for reasons other than the negligence or willful act of the Customer and remains interrupted for more than **twenty-four (24)** hours after being reported or found to be out of order, the Company shall make appropriate adjustments or refunds to the Customer.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.6. Allowances for Interruption of Service (Cont'd)2.6.1 Credit Allowances

2.6.1.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.

2.6.1.2 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

2.6.1.3 Customer shall notify Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal. Only those portions of the service or equipment disabled will be credited.

2.6.2 Limitations on Allowances

No credit will be made for:

2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;

2.6.2.2 interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;

2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;

2.6.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.6.2.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.6.2.7 interruption of service due to circumstances or ~~causes beyond the control of the~~ Company interruptions of service resulting from Company performing routine maintenance;

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ORIGINAL

## TELECOMMUNICATIONS SERVICES TARIFF

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2.7 Cancellation of Service2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.1.4 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all Recurring Charges for the applicable notice period.

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## TELECOMMUNICATIONS SERVICES TARIFF

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2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for services shall be mailed.

2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or **refused** by the addressee, whichever occurs first.

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## TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 3 - DESCRIPTION OF LOCAL SERVICE AREA3.1 Local Exchanges3.1.1 Service Area

Easy Phone, Inc. will be providing service in the local service territories presently served by U S West.

3.1.2 Local Callina Areas

Exchanges included in the local calling area for each of the NXX designations may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange service area.

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## TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - DESCRIPTION OF SERVICES4.1 Basic Local Service

Basic Local Service is a service which is available for access by subscribers on a full time basis, Basic Local Service provides the Customer with a single, voice-grade communications channel and access to: (1) unlimited local calls; (2) "911" and/or "E911" calls, if available in the customer's area; and (3) toll free "800" or "888" calls.

Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company: long distance (e.g. "1+" or "0+" calls); collect calls; operator-assisted calls; third-number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

4.2 Optional Services4.2.1 Call Forwarding

Allows calls to automatically ring to another phone number.

4.2.2 Call Waiting

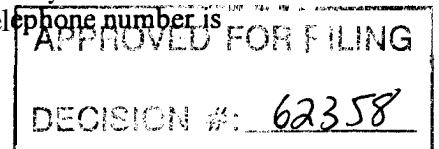
Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

4.2.3 Caller ID

Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

Telephone number that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.



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## TELECOMMUNICATIONS SERVICES TARIFF

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4.2 Optional Services (Cont'd)4.2.4 Non-Published Number

Allows the Customer to keep his local phone number out of the phone book or directory assistance.

4.2.5 "3 Wav" Calling

Allows the Customer to add a third party to a conversation.

4.3 Emergency Services (Enhanced 911)

Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

4.4 Special Promotional Offerings

Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or location designed to attract new customers or increase Customer usage. In all such cases, the rates charged will not exceed those specified herein.

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## TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 - RATES AND CHARGES  
MAXIMUM RATE<sup>1</sup>5.1 Basic Local Service5.1.1 Monthly Standard Service Fee

\$60.00

5.1.2 Application Processing Fee (one time charge)

\$75.00

5.2 Optional Features5.2.1 Call Forwarding

\$10.00 per month

5.2.2 Call Waiting

\$10.00 per month

5.2.3 Caller ID

\$20.00 per month.

\$20.00 one-time set up fee

5.2.4 Non-Published Number

\$6.00 per month

5.2.5 "3 Way" Calling

\$10.00 per month

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<sup>1</sup> See Price List for current rates.

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## TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 • RATES AND CHARGES  
PRICE LIST5.1 Basic Local Service5.1.1 Monthly Standard Service Fee**\$49.95**5.1.2. Application Processing Fee (one time charge)**\$55.00**5.2 Optional Features5.2.2 Call Forwarding

\$5 .00 per month

5.2.1 Call Waiting

\$5 .00 per month

5.2.3 Caller ID

\$10.00 per month.

\$10.00 one-time set up fee

5.2.4 Non-Published Number

\$5.00 per month

5.2.5 "3 Way" Calling

\$5 .00 per month

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